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- BOOK 1249 PAGE 503 19. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.
- 20. Transfer of the Property. If Borrower shall, at any time before all sums secured hereby are fully paid and satisfied, sell, lease, let, cease to own, assign, transfer, abandon, encumber or dispose of\_all or any part of the Property or an interest therein, all the sums secured by this Deed of Trust shall be and become immediately due and payable without notice or demand.
- 21. Acceleration. Except as provided in paragraphs 11 and 20 hereof (which paragraphs provide for acceleration by their terms), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender before acceleration shall mail notice to Borrower as provided in paragraph 17 hereof specifying: (1) the breach; (2) the action requried to cure such breach; (3) a date, not less than 30 days from the date notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in teh foreclosure proceeding the non-existennce of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand therefor, upon which said sums shall become due and payable.
- 22. Remedies. The Borrower hereby, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including paragraphs 11 and 20 hereof and all covenants to pay when due any sums secured by this Deed of Trust (2) declares its assent to the passing of a decree for the sale of any or all of the Property or any estate or interest therein by any equity court having jurisdiction over the sale of the Property and to sell any or all of it or any estate or interest therein accordance with applicable law. Neither the foregoing assent to decree nor the foregoing power of sale shall be exhausted if such proceeding or sale is dismissed or cancelled before the indebtedness secured hereby is paid in full. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in tehmanner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as -Trustee may determine. Trustee may postone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Any sale shall be made without regard to any right of the Borrower or any other person to the marshalling of assets.

Trustee shall deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima tacie evidence of the truth of the statements made herein. Trustee shall apply the proceeds of the sale in the following order: (a) to an costs and epxenses of the sale, including, but not limited to, Trustee's fees of 5% of the gross sale price, attorney's fees not exceeding 10% of the gross sales price and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

23. Borrower's Right to Reinstate. Except for an acceleration by Lender under paragraphs II and 20 hereof, for which no right to reinstate shall exist, Borrower shall have the right, notwithstanding Lender's acceleration of the sums secured by this Deed of trust, to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time before the earlier to occur of (a) a fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (b) entry of a judgment enforcing this Deed of Trust if: (i) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (ii) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (iii) Borrower pays all reasonable expenses incurred